

UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

8-102A020

APR 12 1978
Date APR 12 1978

March 16, 1978

RECORDATION NO. 6897-C Filed & Recorded

APR 12 1978 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

Secretary:
Interstate Commerce Commission
Office of the Secretary
Washington, D. C. 20423

Re: Supplemental Agreement entered into between Amador Central Railroad Company and United States Railway Leasing Company dated October 13, 1977

Madame:

Pursuant to Section 20c of the Interstate Commerce Act and to the Commission's Rules and Regulations, thereunder, as amended, we are enclosing for filing and recording two fully executed Counterparts of the above mentioned lease:

Lessor

United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

Lessee

AMADOR CENTRAL RAILROAD COMPANY
P. O. Box 3498
San Francisco, Calif. 94119

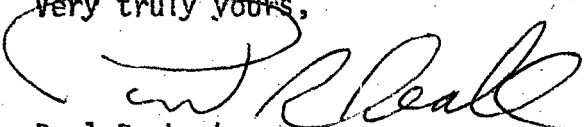
The equipment covered by the enclosed documents consists of fifty-five (55) cars

and bearing the following reporting numbers and marks: to be designated at a later date.

The above equipment will be lettered United States Railway Leasing Co., USLX, or in some other appropriate manner, and will also be marked, "Property of United States Railway Leasing Co., Owner and Lessor."

Also enclosed is the Lessor's check in the amount of \$10, representing the recordation fee as required by Section 57.3 of the Rules and Regulations. Upon recordation, kindly return the originals to the undersigned at the letterhead address.

Very truly yours,


Paul R. Leak
Vice President & Controller

PRL:jp
Encl. - 2 leases/1 check

cc: Information Center

Lot #1156/1194

RECEIVED
APR 12 9 55 AM '78
CERTIFICATION UNIT



Lot 1130/1194

RECORDATION NO. 6897 Filed & Recorded

SUPPLEMENTAL AGREEMENT

APR 12 1978 - 10 25 AM

~~AMERICAN~~ INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT made this 13th day of October, 1977, by and between AMADOR CENTRAL RAILROAD COMPANY, a California corporation, hereinafter referred to as "Amador", and UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation, hereinafter referred to as "United",

W I T N E S S E T H:

WHEREAS, United and Coin Millwork Company, an Oregon corporation, hereinafter referred to as "Coin", entered into a certain lease dated March 9, 1973, filed and recorded under Section 20c of the Interstate Commerce Act as document number 6973, providing originally for the lease of 25 railroad cars from United to Coin, which lease is hereinafter referred to as the "Twenty Five Car Lease"; and

WHEREAS, United and Coin entered into a certain lease dated July 3, 1972, filed and recorded under Section 20c of the Interstate Commerce Act as document number 6897, providing originally for the lease of 30 railroad cars from United to Coin, which lease is hereinafter referred to as the "Thirty Car Lease"; and

WHEREAS, Coin and United amended the Thirty Car Lease by a document dated April 22, 1974; and

WHEREAS, on February 13, 1973 United assigned the Thirty Car Lease to Continental Illinois National Bank & Trust Company of Chicago; and

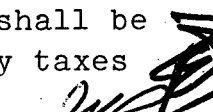
WHEREAS, American Forest Products Corporation of Oregon, a Delaware corporation, and United signed a letter agreement dated July 11, 1977 confirming the parties agreement to transfer said leases, as amended, from Coin to American Forest Products Corporation of Oregon; and

WHEREAS, the parties now desire to transfer the Twenty Five Car Lease and the Thirty Car Lease to Amador Central Railroad Company;

NOW, THEREFORE, that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. United and Amador agree that Amador shall assume all rights and obligations of Coin under the Twenty Five Car Lease and the Thirty Car Lease, as amended, for the balance of the terms thereof, and Amador shall pay the rent and other amounts due under said leases. United shall faithfully perform all the covenants, stipulations and agreements required to be performed by Lessor under said leases. Amador shall faithfully perform all the covenants, stipulations and agreements required to be performed by Lessee under said leases.

2. American Forest Products Corporation of Oregon shall remove the USLX reporting marks on the railroad cars subject to the leases and, in lieu thereof, shall have Amador reporting marks placed on such railroad cars. Thereafter, the Amador reporting marks placed on such railroad cars shall remain the same and the reporting marks and numbers will not be changed without the written consent of both parties. Amador shall be responsible for any federal or state personal property taxes assessed on such railroad cars.

Geo


3. Amador shall be entitled to any time and mileage payments from railroads with respect to the leased railroad cars.

4. United shall obtain the consent of Continental Illinois National Bank & Trust Company of Chicago to this transfer as provided in that certain document "Assignment of Lease" dated January 15, 1973 between United and Continental Illinois National Bank & Trust Company.

5. Amador shall obtain the consent of American Forest Products Corporation of Oregon to this transfer pursuant to the Letter Agreement dated July 11, 1977 between United and American Forest Products Corporation of Oregon.

6. It is intended by this Agreement that Amador shall succeed to all of the rights and responsibilities of "Lessee" under said leases. All provisions of said leases not otherwise amended herein shall remain in full force and effect.

7. As between Amador and American Forest Products Corporation of Oregon, the transfer described herein with respect to each railroad car shall occur when the AMC reporting marks have replaced the USLX reporting marks on each railroad car. American Forest Products Corporation of Oregon shall notify Amador when the reporting marks have been so changed.

UNITED STATES RAILWAY
LEASING COMPANY

By

Title

By

Title

AMADOR CENTRAL RAILROAD
COMPANY

By

Title

By

Title

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK &
TRUST COMPANY OF CHICAGO

By *Donald W. Aepfer*
Title Vice President

ATTEST:
BY

[Signature]
Title TRUST OFFICER

AMERICAN FOREST PRODUCTS
CORPORATION OF OREGON

By *[Signature]*
Title V. Pres.

By *R. L. O. Hltus*
Title Sec.

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 20th day of December, 1977, before me personally appeared Curtis L. Whelan and Richard E. Resman to me personally known, who being by me duly sworn, say that they are, respectively, the Vice President and Assistant Secretary of UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Janice Purdy
Notary Public

My Commission Expires April 22, 1981

[S E A L]

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 13 day of February, 1977, before me personally appeared DONALD W. ALVIN and L. C. MULL, JR. to me personally known, who being by me duly sworn, say that they are, respectively Vice President and Trust Officer of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Hayden Long
Notary Public

[S E A L]

STATE OF CALIFORNIA)
) ss
COUNTY OF Amador)

My Commission Expires December 6, 1981

On this 29th day of November, 1977, before me personally appeared R. W. Ewell and _____ to me personally known, who being by me duly sworn, say that ~~they are~~, respectively the President and _____ of AMADOR CENTRAL RAILROAD COMPANY, a California corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Olga Stanisich
Notary Public

OFFICIAL SEAL
OLGA STANISICH
NOTARY PUBLIC - CALIFORNIA
AMADOR COUNTY
My Commission Expires Sept. 20, 1981

[S E A L]

STATE OF CALIFORNIA

CITY & COUNTY OF SAN FRANCISCO

ss

On this 6TH day of DECEMBER, 1977, before me personally appeared DOUG WESTENHAVER and R.L. OCHELTREE, to me personally known, who being by me duly sworn, say that they are, respectively, the VICE PRESIDENT and SECRETARY of AMERICAN FOREST PRODUCTS CORPORATION OF OREGON, a Delaware corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



2740 HYDE ST., SAN FRANCISCO, CA. 94109

Marsha Reed
Notary Public

STATE OF CALIFORNIA,

CITY AND County of SAN FRANCISCO } ss.

On this 30TH day of NOVEMBER in the year one thousand nine hundred and SEVENTY-SEVEN, before me, MARSHA REED, a Notary Public, State of California, duly commissioned and sworn, personally appeared

G.U. ROTHER

known to me to be the SECRETARY - TREASURER of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

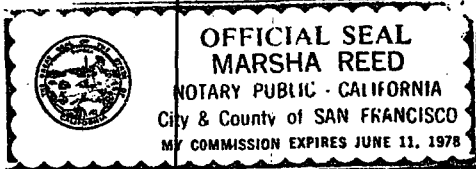
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the CITY AND County of SAN FRANCISCO the day and year in this certificate first above written.

Marsha Reed

Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgment—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0420-1

My Commission Expires JUNE 11, 1978



2740 HYDE ST. SAN FRANCISCO, CA. 94109